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Superior Court of California
County of Los Angeles
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David W. Slayton, Executive Officer / Clerk of Court
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SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

SOCORRO GONZALEZ, et al. Plaintiffs, v. COMPASS GROUP USA, INC., et al. Defendants.	Case No. 23STCV19334 **[~~PROPOSED~~] ORDER AND JUDGMENT GRANTING MOTION TO APPROVE PAGA SETTLEMENT**

The Court heard the motion to approve the PAGA settlement on ~~January 26, 2026~~ December 9, 2025, and orders the following:

1. The Court grants approval of the terms of the Agreement pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code § 2698, *et seq.*, including the amount of the settlement; the amount of distributions to the State and Aggrieved Employees; the amounts allocated to attorney's fees and costs; the amount allocated to service award fees for Plaintiff, Mr. Christopher Cox, and Ms. Trinity Martinez; and the amount allocated to the settlement administrator; and,

2. The Court directs disbursement of the Gross Settlement Amount pursuant to the terms of the Agreement, which are the following:

a. The Aggrieved Employees: The Aggrieved Employees are: "all current and former hourly-paid or non-exempt employees who were employed by Defendant in the State of California from September 15, 2022, through April 15, 2025." It is estimated that there are 325,000 pay periods.

b. No Reversion: The Settlement will result in no "unpaid residue" under California Civil Procedure Code § 384.

c. Gross Settlement Amount: Defendant agrees to pay $2,405,000 (hereinafter the "Gross Settlement Amount" or "GSA") for settlement of the PAGA Penalties, which shall be inclusive of Plaintiff's Counsel's attorney's fees and costs, the Settlement Administrator's fees and costs, and the service award fees for Plaintiff, Mr. Cox, and Ms. Martinez.

d. Net Settlement Amount: $1,476,834 will be available for distribution to the Aggrieved Employees and the LWDA. Of this amount, the LWDA will receive $1,107,635.50, and Aggrieved Employees will receive $369,208.50.

e. Plaintiff's Attorney Fees: Plaintiff's counsels are awarded attorney's fees in the amount of $838,333, which is 33% of the GSA. Of this amount, Frontier Law Center will receive $586,833.10, Blumenthal Nordehaug Bhowmik De Blouw LLP will receive $188,624.93, and Gomez Trial Attorneys, APLC will receive $62,874.97.

f. Plaintiff's Litigation Costs: Plaintiff's counsels' litigation costs are capped to a maximum amount of $75,000. Plaintiff's counsels request an award of litigation costs in the amount of $75,000, with costs awarded to the firm that incurred them in the actual amount incurred.

g. Settlement Administration: Payment to Aggrieved Employees and administration will be accomplished through third-party settlement administrator Phoenix Class Action Administration Solutions, which has agreed to perform Settlement Administrator duties for a fee not to exceed $21,500.00, which is reasonable compensation for the services provided.

h. Service Award Payments: Plaintiff, Mr. Christopher Cox, and Ms. Trinity Martinez will receive $10,000 each from the GSA as consideration for representing all Aggrieved Employees and for the general release of their claims.

i. Uncashed Checks: Funds represented by checks returned as undeliverable after a re-mailing, and funds represented by checks remaining un-cashed for more than 180 days after issuance, will be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code Section 1500, et seq., in the names of those Aggrieved Employees who did not cash their checks until such time they claim their property.

j. Release: In exchange for the above settlement consideration, Defendant shall be entitled to a release from the LWDA and Plaintiff for the PAGA allegations. This Judgment binds all non-party Aggrieved Employees to the theories alleged in the PAGA cause of action alleged in the complaints and PAGA notices.

k. Tax Allocation: 100% of each Aggrieved Employee Payment to Aggrieved Employees are classified as civil penalties, which will be reported on IRS Form 1099, if required.

l. Notice to LWDA: The Declaration of Manny Starr confirms that notice was provided to the LWDA. (Declaration of Manny Starr, ¶ 18.)

After reviewing the Settlement and other related documents, and the filings submitted by Plaintiff, **IT IS HEREBY ORDERED AS FOLLOWS**:

1. The Court hereby GRANTS approval of the PAGA Settlement upon the terms and conditions set forth in the Settlement attached as Exhibit 6 to the Declaration of Manny Starr. The Court finds that the terms of the proposed Settlement are reasonable. In granting approval of the Settlement, the Court has considered the factors identified in *O'Connor v. Uber Technologies*, No. 13-CV-03826-EMC, 2016 WL 4398271 (N.D. Cal. Aug. 18, 2016), *Hanlon v. Chrysler Corp*., 150 F.3d 1011 (9th Cir. 1998), *Dunk v. Ford Motor Co*., 48 Cal. App. 4th 1794 (1996), and other authorities providing a coherent framework for evaluating this Settlement.

2. The Court hereby identifies the Aggrieved Employees as: all current and former hourly-paid or non-exempt employees who were employed by Defendant in the State of California from

September 15, 2022, through April 15, 2025. This Order incorporates by reference the definitions in the Settlement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement.

3. The Court hereby finds the Settlement was the product of informed, non-collusive negotiations conducted at arms' length by the Parties. In making these findings, the Court considered Defendants' potential liability, the benefit to the State of California, allocation of settlement proceeds among Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. The Court further finds that the terms of the Settlement have no obvious deficiencies. The Court finds that the risks of further prosecution are substantial and include the risks that (1) penalties would be reduced after evaluation of the totality of the circumstances, or (2) that no penalties would be awarded for some or all of the alleged violations.

4. The Court hereby approves Phoenix Class Action Administration Solutions to serve as the Administrator. The Administrator will be paid pursuant to the Agreement's terms for such distribution, in the requested amount of **$21,500.00** out of the Gross Settlement Amount to effectuate administration. Defendants will provide the Administrator with a list of Aggrieved Employees' Data within 7 days from entry of this Order that Defendants will compile from its records, which shall include each Aggrieved Employee's (i) last-known first and last name, (ii) last-known mailing address, (iii) Social Security number, (iv) dates of employment as an hourly-paid or non-exempt employee in California during the PAGA Period, and (v) such other information as is necessary for the Administrator to calculate compensable PAGA Pay Periods. The Administrator will calculate each Aggrieved Employee's Aggrieved Employee Payment. The Administrator will also establish the settlement account and prepare, administer, and distribute settlement checks to the Aggrieved Employees, including necessary tax forms (IRS Form 1099). If a check is returned to the Settlement Administrator as undeliverable during the one hundred eighty-day period, the Settlement Administrator shall take all reasonable efforts to identify the Aggrieved Employee's correct address, including the performance of a "skip-trace." The funds represented by Aggrieved Employee Payment Share checks remaining uncashed for more than one hundred and eighty (180) calendar days after issuance shall be

voided and then shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code Section 1500, *et seq*., in the names of those Aggrieved Employees who did not cash their checks until such time they claim their property.

5. Pursuant to the Agreement, the gross settlement amount is **$2,515,000**, less (i) the Service Award Fees to Plaintiff, Mr. Cox, and Ms. Martinez; (ii) the PAGA counsels' fee payment; (iii) the PAGA counsels' litigation expenses payment; and (iv) the Settlement Administrator Costs. After awards, the Net Settlement Amount is **$1,550,167**. The LWDA shall receive 75% of the penalties allocated, which is **$1,168,625.25**. Aggrieved Employees shall receive 25% of the penalties allocated, which is **$387,541.75**.

6. The Court hereby awards PAGA Counsel Fees Payment in the amount of **$838,333**; Of this amount, Frontier Law Center will receive **$586,833.10**, Blumenthal Nordehaug Bhowmik De Blouw LLP will receive **$188,624.93**, and Gomez Trial Attorneys, APLC will receive **$62,874.97**. The Court finds that the PAGA Counsel Fees Payment is reasonable compared to amounts routinely approved in similar settlements and as guided by the California Supreme Court's decision concerning the awarding of fees from monetary funds for class members. *Laffitte v. Robert Half Intern. Inc*. (2016), 1 Cal. 5th 480, 503. PAGA Counsel proceeded on a contingency basis despite the uncertainty of any fee award. PAGA Counsel was necessarily precluded from pursuing other potential sources of fees because of work in connection with this Action. The Court observed that this is not a class action. It is more akin to contingent representation with an additional requirement of Court review due to the qui tam nature of a PAGA claim. Attorneys' fees that are fifty percent of a common fund are typically considered the upper limit, with thirty to forty percent commonly awarded in cases where the settlement is relatively small. *See Van Vranken v. Atlantic Richfield Company*, 901 F. Supp. 294 (N.D. Cal. 1995) (stating that most cases where 30-50 percent was awarded involved "smaller" settlement funds of under $10 million). Based on these considerations, including the lodestar cross-check, a fee award of 33% of the total GSA is reasonable.

7. The Court hereby awards PAGA counsel litigation expenses payment in the total amount of **$75,000**, with costs awarded to the firm that incurred them in the actual amount incurred.

8. The Court hereby awards Plaintiff the Service Award Fees in the total amount of **$30,000**, with **$10,000** each to Plaintiff, Mr. Cox, and Ms. Martinez.

9. Upon entry of this Order, the Parties shall effectuate all terms of the Settlement based on the provisions and timelines set forth in the Agreement.

10. The Court approves, both as to form and content, the PAGA Settlement Notice to Aggrieved Employees attached to the Agreement.

11. Pursuant to the terms of the Settlement, the released persons and entities include Defendant (as defined above), including its parent corporation, and its affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and its current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

12. Upon entry of this Order approving the Settlement and the Judgment thereon, PAGA claims are released as follows:

> Plaintiffs and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendant and its parent corporation, and its affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and its current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, et seq. ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and

accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 246, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including inter alia, Wage Orders 4-2001 and 7-2001 (collectively, the "Released Claims"). The Released Claims expressly exclude all other claims, including Plaintiffs' Individual Settlement Payments which are subject to separate releases, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims and PAGA claims outside of the PAGA Period.

13. The Court hereby enters Final Judgment in this case in accordance with the terms set forth in this Order.

14. ~~Final Accounting (Nonappearance) Hearing is set for ________________________.~~ ~~Plaintiff shall file a report concerning the amount of money distributed and/or uncashed five (5) days before the Final Accounting (Nonappearance) Hearing.~~

15. The Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the Settlement, and any and all claims asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the Settlement and the determination of all controversies relating thereto.

IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.

DATED: 12/09/2025

By: Samantha Jessner / Judge
Honorable Samantha Jessner